Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Petition of the Multifamily Broadband Council	)	
Seeking Preemption of Article 52 of the	)	MB Docket No. 17-91
San Francisco Police Code	)	

REPLY COMMENTS OF SARES REGIS GROUP, SEQUOIA EQUITIES, AND REALTYCOM PARTNERS

June 9, 2017

INTRODUCTION.

Sares Regis Group and Sequoia Equities, as developers, managers, and owners of multifamily properties, and RealtyCom Partners, as a telecommunications manager for multifamily owners, developers, and managers, hereby submit these Replies to the Federal Communications Commission ("FCC" or "Commission") to comments filed in response to the April 4, 2017, Public Notice seeking comment on the Petition for Preemption ("Petition") submitted by the Multifamily Broadband Council ("MBC"), and the April 13, 2017, Order extending the comment and reply comment filing deadlines. We ask that the Commission grant the Petition because Article 52 of the San Francisco Police Code ("Article 52") conflicts with federal law, impedes broadband deployment by discouraging facilities-based competition and infrastructure investment in multiple dwelling unit properties ("MDUs"), disrupts service by mandating access to existing wiring, and shifts development and maintenance costs to MDU owners.

Our reply comments will be limited to three claims advanced by The City and County of San Francisco ("San Francisco"), The Fiber Broadband Association ("FBA"), and the California Association of Competitive Telecommunications Companies ("CALTEL"):

(1) That Article 52's authorized taking of "existing wiring" owned by MDU owners is not complicated by convergence of services;

(2) That Article 52 does not authorize concurrent use of wiring; and

(3) That Article 52 only applies to "idle wiring" and offers MDU owners two opportunities to prevent an incoming provider from causing unwanted disconnects or service disruptions.

I. "EXISTING WIRING" AND CONVERGENCE.

In the Petition, MBC argued, "Complicating matters further, triple play services (i.e., voice, video, and Internet access service) are typically distributed over a single wire today due to technological convergence. Accordingly, in many cases a property owner may not know whether a particular run of cabling qualifies as 'existing wiring' under Article 52, which injects uncertainty and confusion into the marketplace."[1] MBC identifies several harmful impacts of such confusion, including: (i) MDU owners ceding use of more wiring than may be required; (ii) increasing the chance of unwanted disconnections, including to wiring that may be providing critical land-line telephony; (iii) creating disincentives for MDU owners to maintain ownership of any inside wiring at all.[2]

In their comments to the Petition, San Francisco, CALTEL, and FBA insist that there can be no genuine confusion about what wiring can be taken under Article 52. San Francisco dismisses MBC's argument by merely affirming, "This definition [of 'existing wiring'] does not include telecommunications inside wiring."[3] CALTEL and FBA respond more specifically, each claiming that Article 52—by defining "existing wiring" by reference to the cable inside wiring

[1] Petition, at p. 20.
[2] Petition, at pp. 19–20.
[3] Opening Comments of the City and County of San Francisco, at p. 23.

rules (47 C.F.R. §76.800(d) and §76.5(*ll*))—only applies to *coaxial cabling*.[4] None of these commenters responded to the substance of MBC's argument about the unclear applicability of the two sets of inside wiring rules, given converged service delivery, and the practical impacts on the scope of the taking, likelihood of service disruptions, and disincentives for MDU owner ownership of inside wiring. Through their comments, San Francisco, CALTEL, and FBA have in fact *strengthened* MBC's argument in two ways.

First, while CALTEL and FBA assert that the cable inside wiring rules (and therefore Article 52) apply exclusively to coaxial cabling, San Francisco does not support their view in its comment. If two trade organizations representing incumbent and competitive service providers are unable to see eye-to-eye with San Francisco on this issue, MBC is absolutely correct in stating that Article 52: "injects uncertainty and confusion into the marketplace. To avoid the private causes of action or civil fines authorized by Article 52, property owners may be compelled to treat *all* wiring they own as 'existing wiring' for purposes of the ordinance."[5] This results in all of the consequences MBC described (and which none of the opposing commenters specifically contested).

Second, CALTEL and FBA are incorrect when they state that the cable inside wiring rules apply solely to coaxial cabling. The rules make no mention of coaxial cabling or any other specific transmission path medium. Under the rules, home run wiring is simply "the *wiring* from the demarcation point to the point at which the MVPD's wiring becomes devoted to an individual subscriber or individual loop" and cable home wiring is "the internal *wiring* contained within the

[4] Comments of CALTEL, at p. 3, fn. 11. Comments of the Fiber Broadband Association, at pp. 21–22.
[5] Petition, at p. 20.

premises of a subscriber which begins at the demarcation point."[6] In order to infer a limitation to coaxial cabling that is absent from the rules' text, FBA cites the Commission's observation in its 1997 Wiring Order that "telephony generally appears to continue to be delivered over twisted pair wiring and multichannel video programming generally appears to be delivered over coaxial cable. . . . If and when circumstances change, we will revisit this issue with the goal of creating a single set of inside wiring rules."[7] But FBA fails to acknowledge that circumstances *have* changed over the past two decades.[8] In 1997, VoIP did not exist on the consumer market, while today it does. In 1997, IPTV solutions did not exist on the consumer market, while today they do. In 1997, fiber-to-the-home delivery did not exist on the consumer market, while today it does.[9] In today's competitive market, MVPDs deliver triple play services in the residential market using fiber home runs (e.g., Google Fiber, Verizon FiOS, AT&T U-verse with fiber-to-the-unit architecture), unshielded twisted pairs (e.g., Comcast XFINITY On Campus and AT&T U-verse with fiber-to-the-node architecture), and coaxial cabling (e.g., Charter, Comcast, Cox, et al.). The fact that two trade organizations representing incumbent and competitive triple-play service providers would so misconstrue the cable inside wiring rules reinforces MBC's argument that MDU owners are ill-equipped to determine whether any particular run of cabling qualifies as "existing wiring" under Article 52.

Under the threat of civil penalties and private causes of action, MDU owners must exercise their judgment from a defensive crouch, which, as MBC argues, will typically mean

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[6] 47 C.F.R. §76.800(d) and §76.5(*ll*).
[7] Report and Order and Second Further Notice of Proposed Rulemaking, 13 FCC Rcd. 3659, 3698–99, ¶ 37 ("1997 Wiring Order").
[8] This cannot be out of ignorance, since FBA's members include Google, Verizon, and XFINITY Communities (i.e., Comcast)—all MVPDs that utilize fiber home runs at many properties.
[9] Following the logic of FBA's reading of the 1997 Wiring Order, fiber home runs would fall under *neither* set of inside wiring rules, which would be an absurd conclusion.

turning over the use of *any* inside wiring, whether it be coaxial cabling, Ethernet cabling, or fiber. This will multiply the opportunities for service disruptions and damage to wiring. It will shape MDU owners' decisions about whether to own inside wiring and how to elect demarcation points. None of this benefits residents or owners of MDUs.

II. CONCURRENT OR "SHARED" USE OF WIRING.

In the Petition, MBC argued that Article 52's authorization of incoming providers to use existing wiring is problematic, in that it "raise[s] the prospect of interference on shared inside wiring," citing the Commission's recognition of "the possibility of interference when amplified signals are transmitted on a single wire and the possible lack of bandwidth capacity in existing cable plant."[10]

In their comments, San Francisco, CALTEL, and FBA do not deny the real problems arising from concurrent use of wiring, but they claim that this is not a legitimate risk under Article 52. CALTEL states that Article 52 does not require an existing provider to "'share' that wire with new providers (even if that were technically feasible)," without offering any reference to the section of Article 52 that states this.[11] On the contrary, Article 52 states, "A property owner interferes with the occupant's choice of communications services provider by, among other things, refusing to allow a communications services provider to . . . use any existing wiring to provide communications services as required by this Article 52."[12] Article 52 does not place any limit on *how* an incoming provider may utilize existing wiring, whether through concurrent use or a cross-connect. As MBC and other commenters—both competitive service providers and

[10] Petition, at pp. 2 and 30–31, citing Telecommunications Services Inside Wiring, First Order on Reconsideration and Second Report and Order, 18 FCC Rcd 1342, 1348–49, ¶ 13 (2003) ("Inside Wiring Second Report and Order").
[11] Comments of CALTEL, at p. 16.
[12] Article 52, §5201(b).

MDU owners—have noted, *either* type of use poses significant risks of service degradation or interruption.

FBA states, "Rather than forcing wire sharing unconditionally, Article 52 establishes a test of technical feasibility: it requires access to the property owner's wiring only if (among other conditions) such use would not significantly and adversely impact an existing service."[13] FBA also fails to quote or cite any section of Article 52 that states this. This is because nothing in Article 52 authorizes an MDU owner to deny the use of existing wiring on grounds of technical infeasibility or interference with an existing provider's services to a unit.

San Francisco states, "Article 52 also recognizes the Commission's concern about such sharing by allowing property owners to refuse a request to share existing wiring when it is not technically feasible. Article 52 addresses that concern by allowing that determination to be made on a building-by-building basis and then only with the consent of the property owner."[14] San Francisco also fails to quote or cite any section of Article 52 that allows property owners "to refuse a request to share existing wiring when it is not technically feasible."[15] Again, nothing in Article 52 authorizes an MDU owner to deny the use of existing wiring on such grounds.

Even if Article 52 did say what San Francisco claims it says about "technical feasibility," the City implausibly views it as an MDU owner's responsibility to make that determination. This puts owners in an untenable position for two reasons. First, since the owner's decision will be influenced by the hazard of civil penalties, private litigation, and an asymmetrical award of

[13] Comments of the Fiber Broadband Association, at p. 24.
[14] Opening Comments of the City and County of San Francisco, at p. 23.
[15] In its comments, San Francisco repeats the claim about "feasibility" of use of existing wiring two other times (pp. 6 and 9, fn. 41), never quoting or citing language from Article 52 that supports the claim. In fact, the word "feasibility" only occurs once in the ordinance; and that is in the context of an incoming provider's right to inspect a property, so that it can "determine the feasibility of providing services to one of more occupants" (§5204(a)). Under Article 52, feasibility to the incoming provider is the only feasibility that matters.

attorneys' fees, owners are likely to roll over and allow concurrent use of existing wiring, even if it will result in loss or significant degradation of service. Second, this approach rests protection of residents' service quality on the shoulders of an MDU property manager who will undoubtedly *not* be a telecommunications engineer with the knowledge and expertise necessary to make an informed evaluation of such risks.

Despite the Petition opponents' dismissiveness on this point, this is a serious, ongoing, real-world risk. To take one high-profile example, in its consideration of consent to assign and transfer control of licenses and authorizations in connection with the AT&T acquisition of DirecTV, the Commission received substantial relevant comments from both DirecTV and Cox Communications, Inc. ("Cox").[16] Specifically, Cox argued that DirecTV had a practice of attaching diplexers to home run coaxial wiring in order to provide video service to MDU residents, even though such use would "cause harmful interference to Cox's DOCSIS 3.0 broadband signals" and "would also interfere with DOCSIS 3.1 signals."[17] The Commission "acknowledge[d] that Cox's allegations that DirecTV is intentionally causing harmful interference to Cox's broadband service, if established, would be an anticompetitive harm" which "could be addressed through complaints to or investigations by the Enforcement Bureau."[18] The only way an MDU owner can effectively eliminate such conflicts is by giving each provider exclusive use of a designated home run. If there are not enough existing runs of wiring to go around, and an incoming provider is unwilling to install its own wiring, the owner must decide which service provider would best serve residents' needs. By stripping MDU owners of these

[16] In the Matter of Applications of AT&T Inc. and DirecTV for Consent to Assign or Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, MB Docket No. 14-90 (2015), ¶¶ 260–264.
[17] *Ibid*., ¶ 260 and fn. 766.
[18] *Ibid*., ¶ 264.

tools, Article 52 sidelines the party with the *most* to gain or lose from residents' perceptions about service quality at the property.[19]

III. SERVICE DISRUPTIONS: "IDLE" AND "FALLOW" WIRING.

In the Petition, MBC argued that Article 52 "does not contemplate the unfortunately common practice among some providers of simply disconnecting inside wiring connecting a tenant to another service provider and reattaching that wiring to their own equipment—an approach that helps the new entering provider serve the tenant (e.g., with video service) but interrupts services the tenant still wants from the preexisting provider (e.g., Internet access service)."[20] In addition to such foreseeable service interruptions, MBC pointed out a number of other problems arising from Article 52's authorized taking of existing wiring, regardless of whether it is being used for another purpose, including "unnecessary aggravation for customers," "wasteful deployments by providers," "greater maintenance costs" for MDU owners, and discouragement of facilities-based investment.[21] These arguments were also advanced by each of the eleven competitive service providers that filed comments to the Petition, as well as two

[19] Comcast recently announced that it is making gigabit Internet speeds available to 4 million homes in the San Francisco Bay Area. Because "rollout of high-speed internet in the Bay Area has been stymied by hurdles including the cost of trenching, or digging the routes where fiber-optic lines would be placed to deliver internet . . . Comcast worked around that challenge by adapting its existing communications lines to deliver internet access" ("Comcast starts offering gigabit internet across Bay Area," Alisha Green, San Francisco Business Times, May 31, 2017. Available as of June 9, 2017, at: http://www.bizjournals.com/sanfrancisco/news/2017/05/31/comcast-offering-gigabit-internet-access-bay-area.html.) Specifically, Comcast is using DOCSIS 3.1 technology. Comcast's ability to deliver such advanced services depends, as Cox described, on its exclusive use of coaxial home run wiring.

[20] Petition, at pp. 3–4.

[21] Petition, at pp. 8, 19, and 26.

major MDU owner trade organizations and several individual MDU owner commenters and declarants, in many cases with factual examples of these problems.[22]

Before turning to the Petition opponents' responses to this argument, it is worth noting what Article 52 actually says about existing wiring. The term "existing wiring" only appears three times in Article 52, apart from its definition:

(1) It is used in the operative provision defining prohibited property owner interference with an occupant's choice as "refusing to allow a communications services provider to . . . use any existing wiring to provide services as required by this Article 52."[23] This definition of property owner interference is stated as an absolute. It does not list any exceptions, nor does it refer to any exceptions elsewhere in the ordinance. The starting position, under the plain language of the ordinance, is that an incoming provider has an unqualified right to "*use any existing wiring*."

(2) The term is next used in §5203, which reinforces the breadth and power of the operative provision by emphasizing that a property owner with an agreement granting another provider exclusive access to existing wiring is not exempt from Article 52.

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[22] Service providers: Declaration of Blue Top Communications, ¶¶10–13; Comments of Consolidated Smart Systems, LLC, at pp. 5–6; Comments of Data Stream, Inc., at pp. 4–5; Comments of DirecPath, LLC, ¶¶ 7, 8, and 11; Comments of Direct Plus, LLC, at pp. 3–4; Comments of Elauwit Networks, LLC, at pp. 5–6, and Declaration of Robert Grosz, ¶ 8; Comments of GigaMonster, LLC, ¶¶ 7–10 and 12; Comments of Privatel Inc., at pp. 4–5; Comments of Satel, Inc., at pp. 4–5; Comments of Spot On Networks, LLC, at pp. 2–5; and Comments of Vicidiem, Inc., at pp. 3–5. MDU trade organizations and owners: Comments of the National Apartment Association, at p. 9; Comments of the National Multifamily Housing Council, at pp. 5–9 and 12–14, Declaration of Matt Harris (Provident Realty Advisors), ¶ 8, Declaration of Richard Holtz (InfiniSys), ¶¶ 5–7, Declaration of Michael Manelis (Equity Residential), ¶¶ 6–9, Declaration of Scott Casey (Education Realty Trust), ¶¶ 4–6, and Declaration of Matt Duncan (Monogram Residential Trust), ¶¶ 2–5; Comments of AvalonBay Communities, Inc., ¶¶ 3–9; Comments of Camden Property Trust, at pp. 3–9; Comments of Holland Partner Group, at pp. 2–4; Comments of Prometheus Real Estate Group, Inc., at pp. 2–4; and Comments of RealtyCom Partners, at pp. 4–11.

[23] Article 52, §5201(b).

(3) The third and final use of "existing wiring," in §5206(b)(3), is the only one involving any limitation. That section allows a property to prohibit a provider's access to the property if the "property owner can show that physical limitations at the property prohibit the communications services provider . . . from using existing wiring to provide such services." None of the petition opponents rely on this section to make their argument, because they realize that "physical limitations at the property" are not the issue; the issue is, as MBC and other commenters argued, the *disconnection* of a cable while it is still in use by another provider.

In response to MBC's arguments about service disruptions from taking of existing wiring, San Francisco, CALTEL, and FBA claim that Article 52 offers adequate protections to prevent such disruptions. San Francisco claims, "Article 52 allows a property owner to deny access to existing wiring owned by the property owner where it is not feasible or would adversely affect existing services."[24] CALTEL says that "a reasonable reading of the ordinance simply requires the building owner to make the coaxial cable inside wire available to a new provider . . . if the existing wiring is idle or an existing service using the wiring is being disconnected and replaced with a new service."[25] FBA says that "the Ordinance allows competitive providers to use inside wiring of the property owner that may otherwise lie fallow."[26] San Francisco does not quote or cite any section of Article 52 in support of its thrice-repeated "feasibility" standard. However, CALTEL and FBA claim that this protection is afforded under §5206(b)(5)(C) of Article 52.[27]

Section 5206(b)(5)(C) allows a property owner to refuse access to a provider where the "communications services provider's proposed installation of facilities and equipment in or on

[24] Opening Comments of the City and County of San Francisco, at p. 9, fn. 41.
[25] Comments of CALTEL, at p. 3. This is repeated at pp. 17, 19, and 23.
[26] Comments of the Fiber Broadband Association, at p. 23.
[27] Comments of CALTEL, at pp. 17–18. Comments of the Fiber Broadband Association, at p. 23.

the property would . . . have a significant, adverse effect on the continued ability of existing communications services providers to provide services on the property." This language isn't up to the task that the Petition opponents set for it, for several reasons.

- First, and foremost, this provision does not refer to "existing wiring" *at all*. Had the San Francisco Board of Supervisors intended to limit the broad taking of wiring with this section, it would have been easy enough to state that owners can refuse access where the "communications services provider's proposed installation of facilities and equipment *or use of existing wiring* would…." The Petition opponents' claim depends on language that is not in the ordinance.
- Second, for there to be grounds for denial of access under this section, the proposed installation by the new provider must have a substantial impact on the overall ability of an existing provider to continue deliver services at the property. Depriving *one* existing provider of *one* subscriber because of an incoming provider's cross-connect would not constitute "a significant, adverse effect on the continued ability of existing communications services providers to provide services *on the property*." Some existing providers would be totally unaffected, since their wiring would not be taken. But the provider whose wiring was taken would still have all of its other subscribers and the use of its distribution plant and electronics, and could therefore survive the disruption. Had the San Francisco Board of Supervisors intended to limit the broad taking of wiring with this section, it could have allowed for owner refusal where "*permitting use of the existing wiring would result in loss or disruption of other services being delivered to the unit of the requesting occupant by another communications services provider (on a retail or bulk*

basis)." Though no such language is there, the Petition opponents misleadingly speak as though this is exactly what Article 52 says.

- In the absence of textual support for their position, Petition opponents resort to inventive characterizations of the ordinance using language that never appears anywhere in the ordinance itself. Some examples of this:
    - "Article 52 also recognizes the Commission's concern about such sharing by allowing property owners to refuse a request to share existing wiring *when it is not technically feasible*."[28]
    - "…only if the existing wiring *is idle or an existing service using the wiring is being disconnected and replaced with a new service.*"[29]
    - "Section 5206 would ensure protection for the existing provider to the extent that *use of the existing wiring would interfere with their ability to continue providing video service to the requesting occupant.*"[30]
    - "[T]he building owner must allow . . . the new provider to install facilities and equipment, with an option to make the cable inside wire available *if and only if the existing wiring is idle or an existing service using the wiring is being disconnected and replaced with a new service*. . . . But to the extent that existing wiring is available and *otherwise idle*, Article 52 facilitates use by another party . . . ."[31]

[28] Opening Comments of the City and County of San Francisco, at p. 23.
[29] Comments of CALTEL, at p. 3.
[30] Comments of CALTEL, at p. 17.
[31] Comments of CALTEL, at p. 19. See also fn. 23.

- "Third, the Ordinance provides landlords with . . . the ability to deny access *for reasons of . . . interference with incumbent service providers and other essential services.*"[32]
- "Article 52, by requiring property owners to make available wiring to competitive providers *that would otherwise lie fallow*, reduces a provider's build costs…."[33]

Article 52 does nothing to prevent an incoming provider from disconnecting cabling actively being used to deliver service to a resident, nor does it authorize an MDU owner to prevent an incoming provider from doing so. However, even if Article 52 *did* expressly allow an MDU owner to refuse access on that basis, the ordinance would remain hopelessly unworkable for three major reasons, relating to Article 52 procedure, access, and technology.

Procedure. If an MDU owner is to have any chance of determining whether an incoming provider's use of existing wiring will result in unwanted disconnection of service, the owner must know, at the very least: (a) what *type* of existing wiring the provider intends to use (i.e., coaxial, UTP, or fiber) and (b) which *units* the incoming provider will serve. However, nothing in Article 52—including the requirements for a "request to inspect" and a "notice of intent to provide service"—demands that an incoming provider ever identify what type of existing wiring it intends to use.[34] With respect to units, the provider's "request to inspect" only demands that the incoming provider state *that* it "has received a request for service from one or more occupants," but not which occupants in which units.[35] While a subsequent "notice of intent to provide service" does require that the provider "include[e] the unit number of each such occupant," the ordinance does not restrict an incoming provider to serving *only* those occupants,

[32] Comments of the Fiber Broadband Association, at pp. 2–3.
[33] Comments of the Fiber Broadband Association, at p. 19.
[34] Article 52, §§5204 and 5205.
[35] Article 52, §5204(c)(1)(B).

either initially or on an ongoing basis.[36] Since an MDU owner will not know *what wiring* the incoming provider intends to use and to *which units*—not only initially, but for the duration of its access on the property—it is impossible for the owner to prevent that provider's disruption of service to residents.

Access. Even if an MDU owner knew which specific runs of existing wiring the incoming provider intended to use, the owner may not have access to visually inspect the wiring. As Richard Holtz of InfiniSys stated in a declaration attached to NMHC's comments:

> "Many multifamily properties—and most that were built over twenty years ago—do not have dedicated IDF and MDF rooms, with secure access, power, climate control, code-compliant multipoint grounding busbars as required by the National Electric Code Part 250, etc. At these properties, service providers typically terminate their distribution plants at exterior pedestals or wall-mounted lockboxes, where they can make connections to the inside wiring."[37]

This means that at many, possibly most, multifamily properties, the point of connection for inside wiring will not even be physically accessible to the MDU owner. Gaining access to lockboxes or pedestals would require outreach to the existing service provider, who has no obligation to comply or even respond in a timely way (even though the clock is ticking under an Article 52 notice).

The situation at properties with dedicated telecom rooms may be no better. Some will have lockboxes within the room, presenting the same access challenge. Rooms with accessible connections will pose other problems for an on-site property manager. In many cases, poor

[36] Article 52, §5205(b)(1)(B).
[37] Comments of the National Apartment Association, Declaration of Richard Holtz (InfiniSys) ¶ 5.

planning and limited space result in a tangle of cabling that can be difficult for even an experienced technician to navigate. (See Image 1 for an actual IDF at an existing property.) Though a well-designed IDF room will be easier for an experienced technician, it will still be incomprehensible to most on-site property management staff. (See Image 2 for an actual IDF at a new property.)

Image 1 (IDF at existing property)

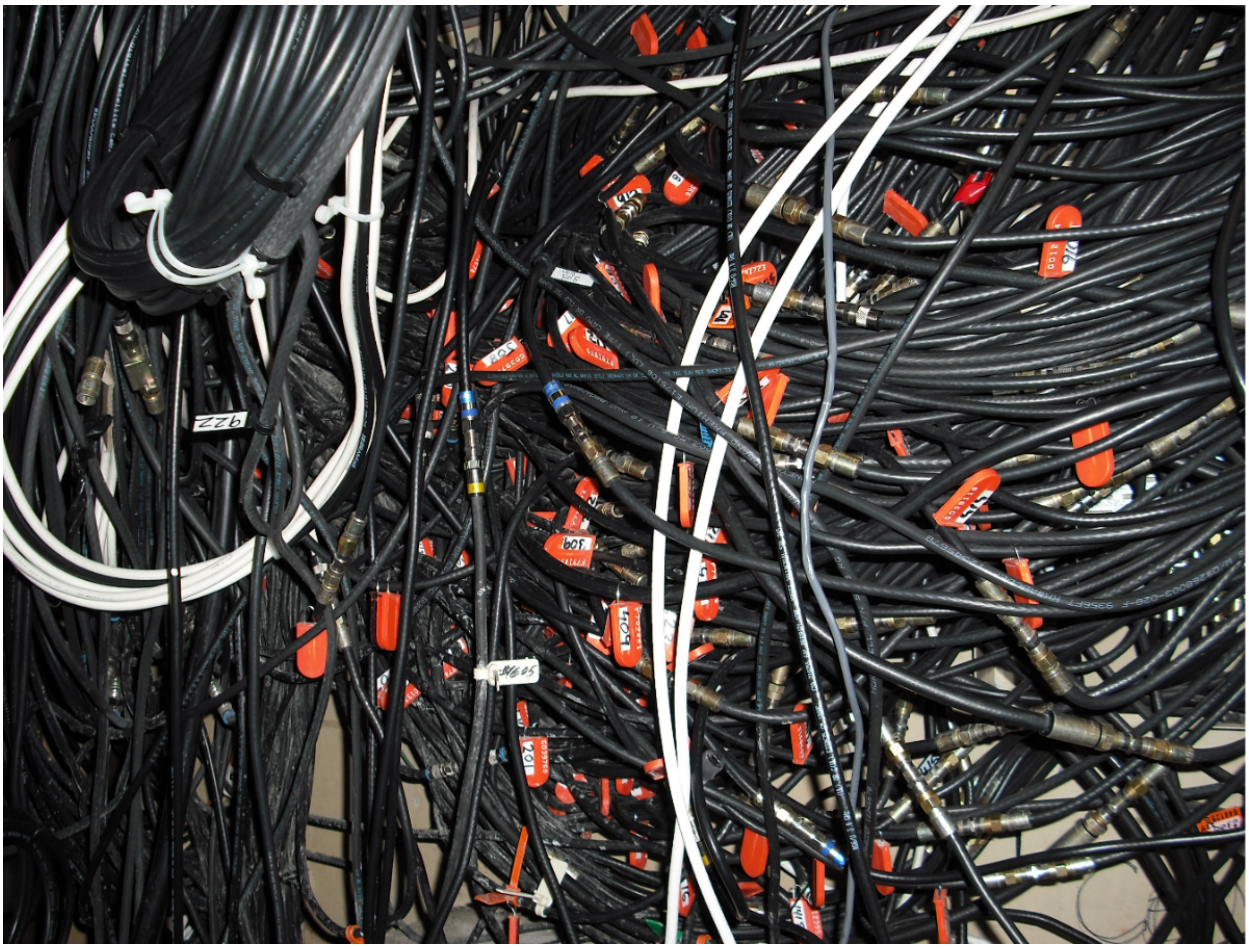

Image 2 (IDF at new property)

If the Petition opponents' reading of Article 52 were correct, protecting residents from unwanted disconnections by incoming providers would depend entirely on MDU owners having (i) access to facilities to which they often *will* not and (ii) the knowledge of an experienced cable technician. It would be deliberately setting owners up to fail.

Technology. In addition to the insurmountable procedural and access issues, the Petition opponents' theory of how Article 52 should work also fails for a simple technical reason. Even if an MDU owner knew which cable an incoming provider wished to use (and to which units), were able to access the point of connection, and had the necessary knowledge to properly identify the cable in question, the most the owner could tell by inspecting it is whether or not it was physically connected to a provider's distribution plant. If cabling is connected, no amount of *looking* at it will tell an MDU owner whether services are being delivered over it and, if so, *which* services. The only party who will know, to a certainty, what services are traveling over

the cable is the existing provider, whose privacy policies will typically bar it from releasing that information to a property owner.[38]

For these reasons, even if one turns a blind eye to the Petition opponents' Article 52 interpolations about "idle" and "fallow" wiring, the end result would be the same—interference and disruption of service to residents.

CONCLUSION.

For the reasons discussed above, the Commission should grant the Petition and preempt Article 52.

Respectfully submitted,

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[38] It should be noted that—in the extremely unlikely event that an owner *could* tease that information out of the existing provider—nothing in Article 52 requires that the incoming provider identify which specific services *it* will be providing to a particular unit. An MDU owner would also need to know that in order to determine whether the incoming provider's use of the cabling would result in an unwanted disconnect.